

SURROUND® HOUSE WRAP LIMITED WARRANTY FOR SINGLE-FAMILY RESIDENCES

Limitations

This Limited Warranty shall not apply to damage to Product or a Single-Family Residence caused by or resulting from any of the following:

- Abuse, mishandling, nonstandard use or application, neglect, improper maintenance, accident, modification, damage or vandalism by any party other than Fiberweb.
- Foreign objects or agents, or use of materials incompatible with the Products, including any caulks or sealants containing solvents or plasticizers coming into contact with the adhesive portion of TYPAR® Flashing RA™.
- Defects in the Single-Family Residence or a component of the Single-Family Residence.
- Any penetration of the building envelope of the Single-Family Residence unless the penetration is made in accordance with applicable Installation Instructions for the Products.
- Use of any Products in an area containing a pool, hot tub, whirlpool, Jacuzzi, steam room, sauna or spa, or any other area exposed to a heightened amount of moisture, humidity or heat.
- Acts of god and other force majeure events, including lightning, flood, hail or high winds.

ALL IMPLIED WARRANTIES FOR THE PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE SHORTER OF THE APPLICABLE STATUTE OF LIMITATIONS OR THE 10-YEAR LIMITED WARRANTY PERIOD DESCRIBED ABOVE, AND NO IMPLIED WARRANTIES WILL EXIST OR APPLY AFTER SUCH PERIOD EXPIRES. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

UNDER NO CIRCUMSTANCES SHALL FIBERWEB BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THE USE OF, INSTALLATION OF, DEFECT IN, INABILITY TO USE, OR PROPERTY DAMAGE CAUSED BY THE PRODUCTS OR ANY OTHER CAUSE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

IN NO EVENT SHALL FIBERWEB'S LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVER EXCEED THE PURCHASE PRICE OF THE PRODUCTS, OR PART OF THE PRODUCTS, AT ISSUE.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY FIBERWEB OFFERS FOR PRODUCTS INSTALLED IN SINGLE-FAMILY RESIDENCES IN THE UNITED STATES OR CANADA. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF FIBERWEB OR ANY RETAILER HAS THE AUTHORITY TO MODIFY THE TERMS OF THIS LIMITED WARRANTY OR TO OFFER DIFFERENT OR ADDITIONAL WARRANTIES. This Limited Warranty is not transferable.

The laws of the State of Tennessee (without giving effect to its conflicts of law principles) shall govern all matters relating to this Limited Warranty, including alleged torts.

If any provisions of this Limited Warranty are held to be invalid, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

This Limited Warranty gives you specific legal rights, and you may have other rights which vary between jurisdictions.

For more information about the Products, please visit TYPAR.com.

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HOUSEWRAP

A Fiberweb Business